



## KITTERY POINT YACHT YARD – YARD POLICIES

The following Yard Policies apply to all Slip, Mooring and Storage Lessees, Boat Owners, Transients & Guests of Kittery Point Yacht Yard (KPYY). Regular hours of operation are from 7:30A.M. until 4:00 P.M., Monday through Friday. Overtime rates shall apply to work performed outside of regular hours.

- **Owner work:** KPYY is a private full service marina and storage facility. While hauled out or at a slip or mooring, Vessel Owners (owners, customers, lessees) planning to perform any level of maintenance or repair work to his or her vessel, must attain consent from the office before commencing such work and agrees to review and adhere to the yard's Best Management Practices and Environmental Policies. (Just ask us.)
- **Purchase of Materials-** Due to our wholesaler relationships, marine parts can be conveniently purchased thru the yard often at, or less than, prices paid at marine retailers. If not in stock, most items can be delivered next day. Your support of the yard for marine parts purchases is appreciated. KPYY will not warranty the installation or the performance of parts supplied by owners.
- **Staging and Ladders-** Staging is prohibited from being erected in the yard. Owners who wish to board their boats regularly must provide their own ladders. Personal ladders must be removed from the property when the boat is launched. Ladders remaining in the yard are subject to disposal. The yard is not responsible for lost or stolen ladders. (Please tie off your ladder when boarding your vessel.)
- **Power Equipment-** Owners use of power equipment (power washers, steam cleaners, table saws, chop saws, etc.) is strictly prohibited.
- **Bottom Washing-** In water and out of water bottom cleaning at the KPYY facilities is prohibited by owners and illegal in the State of Maine. Federal bottom washing regulations require EPA approved recapture systems and can only be performed by KPYY personnel in accordance with MDEP requirements.
- **Boat Covering-** Shrink-wrapping by owners is prohibited. Tying off custom covers to boat stands is prohibited and unsafe. Owner removal of shrink wrap is allowed by KPYY management consent only and subject to owner's removal of all materials from the property the same day (option not available at Kittery yard).
- **Sub Contractors:** While hauled out, moored or at a slip, no outside contractors or hired help may be employed without prior consent of KPYY management. Subcontractors are not permitted on the KPYY facility, including the mooring field without this consent. All approved subcontractors must sign in at the office and execute an Adherence to Yard Policies Form before commencing work. Proof of liability insurance in coverage amounts acceptable to KPYY is required.
- **Subleasing:** KPYY moorings or slips may not be subleased. KPYY has the right to use any unoccupied mooring or slip. If you are going to be away from your mooring or slip for more than a day, we would appreciate being advised for your safety and convenience. Slip and mooring rentals are not transferable with a sale of a boat, without prior written consent of KPYY. Permanent live-a-boards are NOT permitted.
- **Environmental:** KPYY is a designated "Clean Marina". We take our stewardship of the environment very seriously. Discharge overboard of any fuel, contaminated bilge water, or from any head or holding tanks is strictly prohibited while on the dock, on a mooring or stored in the yard. Lessee and any guests shall not create any hazard, annoyance or nuisance to the Yard or to other lessees or guests of the Yard. Recycling is promoted by the yard. Please recycle.
- **Waste-** All waste must be properly disposed of. All hazardous or special waste disposals must be performed by the yard personnel, or taken off premises by the owner. Please see the office if you have special waste needs or need clarification on what is "special" or "hazardous" waste.
- **Pets:** KPYY is a pet friendly facility. Unruly dogs or pets must be under leash at all times and must not run loose on the premises. Pet owners will be permitted only if they are responsible for the proper clean up and disposal of droppings.
- **Dock Usage:** Mooring customers must ask KPYY for permission to tie off on the docks for loading, unloading, cleaning, water, etc. Boats left in a slip or unattended without office approval will be moved by KPYY at the owner's expense. Dinghies left in unauthorized locations outside of the dinghy dock will also be moved at the owner's expense. KPYY is not responsible for pumping out dinghies or damage caused by flooded dinghies.
- **Yard Power-** For boats in winter storage, heaters and battery chargers are prohibited without office approval. The yard is de-energized outside of normal operating hours and is not responsible for damage caused by owner's unapproved use of yard power.
- **Loss or Damages to vessels:** It is required that owners carry the usual form of Marine Liability and Hull Insurance on his/her vessel while at KPYY. Any vessel using a mooring or slip shall do so at his or her sole risk and does hereby release and discharge KPYY from any and all claims, loss, or damage.
- **Liability:** Lessee or owner releases KPYY from all claims for loss, damages, or bodily injury that may occur on the water or otherwise on its premises. Further, lessee or owner agrees to hold harmless and indemnify KPYY from any liability arising out of actions or omissions of lessee, owner, or their guests or any contractor while at its facilities.
- **Mooring Pennants:** It is the responsibility of the owner to make sure he/she has chafing gear on the line in the way of chocks and it should be checked each time the boat is used and after storm events. If the pennant should wear from lack of chafing gear, is the owner's responsibility to notify KPYY and request replacement at his/her expense.
- **Severe Storms:** In the event of a severe storm or hurricane, KPYY will attempt, where practical and possible, to make reasonable preparations to customers vessels in water or stored on land, the costs for which shall be borne by the owner. However, the owner shall be solely responsible for taking all emergency measures possible and KPYY does not assume responsibility for the protection of, or damage to vessels caused by weather.
- **Boat Access:** Owner will provide KPYY with a set of hatch keys and ignition keys to facilitate any requested service in season and for any security inspections, emergency service or required vessel relocations.
- **Parking:** will be provided on a first come first serve basis in approved areas. Parking in yard equipment and shop areas is prohibited without KPYY permission.
- **Payment for Services:** **Payment is due for services when performed and billed. Payment in full is required before launching.** For transient customers, a valid Master Card or Visa may be required to confirm your reservation. KPYY reserves the right to bill charges with applicable late fees against credit card information for any invoices beyond 20 days from the invoice date.
- **Relationship and Vessel Storage:** We strive to develop trusting relationships with our customers. We want customers that appreciate our capabilities and utilize the services of our crew. We expect prompt payment for these services or prompt communication if you are less than satisfied. The policies above are not all inclusive, so please ask management if you need clarification regarding a particular request or situation. That said, KPYY reserves the right to discontinue your relationship with the yard at any time for clear violation of these policies without refund. If management determines that you are otherwise not a good fit for the yard, your agreement or lease may be cancelled in KPYY's sole discretion with a prorated refund for any lease payments received.

THANK YOU FOR REVIEWING AND UNDERSTANDING OUR YARD POLICIES.